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5 *Counsel for Plaintiffs, Trustees of the
Operating Engineers Pension Trust, et al.*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

10 TRUSTEES OF THE OPERATING ENGINEERS) CASE NO. 2:11-cv-00549-LDG-PAL
11 PENSION TRUST, TRUSTEES OF THE)
12 OPERATING ENGINEERS HEALTH AND)
13 WELFARE FUND, TRUSTEES OF THE) STIPULATION FOR DISMISSAL
14 OPERATING ENGINEERS VACATION-) WITHOUT PREJUDICE AND
15 HOLIDAY FUND; and TRUSTEES OF THE) ORDER THEREON
16 OPERATING ENGINEERS JOURNEYMAN)
17 APPRENTICE TRAINING TRUST,)
18 Plaintiffs,)
19 vs.)
20 3B ENGINEERING, LLC, a Nevada limited)
liability company, d/b/a 3B INSPECTIONS; et al.)
Defendants.)

22 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, Trustees of the
23 Operating Engineers Pension Trust, et al., and Defendants, 3B Engineering, LLC d/b/a 3B
24 Inspections; 3B Services Inc., LLC d/b/a 3B Inspections, LLC; and Raymond Brannen,
25 individually, by themselves and through their respective attorneys of record, and subject to the
26 approval and Order of the Court, as follows:

1 1. A full and final settlement of the above-entitled action has been entered into and
2 agreed to by all parties. Therefore, the parties request that this action be dismissed without
3 prejudice.

4 2. The parties have executed a Settlement Agreement and Mutual Release setting
5 forth the terms of their agreement. The terms and conditions of the Settlement Agreement and
6 Mutual Release, and all documents referred to or attached thereto, are incorporated herein by this
7 reference.

8 3. The parties have agreed that this Court shall reserve and retain jurisdiction of this
9 action and the parties to enforce the terms of the Settlement Agreement and Mutual Release
10 executed by the parties herein.

12 Dated: July 15, 2011

LAQUER, URBAN, CLIFFORD & HODGE LLP

13 By: 
14 Nathan R. Ring, *Counsel for Plaintiffs*

15 Dated: July 19, 2011

MARTIN & ALLISON, LTD.

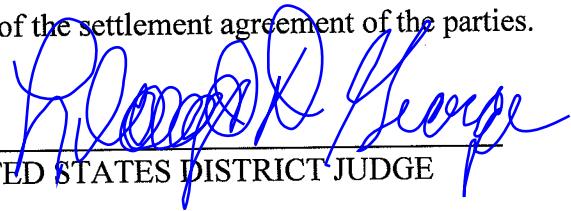
16 By: 
17 Noah G. Allison, *Counsel for Defendants*

19 **ORDER**

20 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice.
21 The Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

22 DATED: 20 July 2011

23 Lwn

24 
25 UNITED STATES DISTRICT JUDGE